

United States Court of Appeals
for the
District of Columbia Circuit



TRANSCRIPT OF
RECORD

ADDITION TO RECORD PER STIPULATION OF
COUNSEL.

Court of Appeals, District of Columbia

OCTOBER TERM, 1908.

No. 1955.

605

ISOBEL H. LENMAN, APPELLANT,

vs.

THOMAS R. JONES.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

FILED OCTOBER 7, 1908.

ADDITION TO RECORD PER STIPULATION OF COUNSEL.

Court of Appeals of the District of Columbia, October Term, 1908.

No. 1955.

ISOBEL H. LENMAN, Appellant,
vs.
THOMAS R. JONES.

Stipulation.

It is hereby stipulated and agreed by and between counsel for the appellant and the appellee respectively that "Exhibit E," introduced in evidence during the testimony of James J. Lampton, and referred to on page 38 of the record, and inadvertently omitted from the transcript made in the Court below, a duly certified copy of which

is hereto attached, shall form a part of the record in this case for the consideration of this Court.

CHAS. A. DOUGLAS,
For Darlington & Self.
A. S. WORTHINGTON,
Attorney for Appellant.

EXHIBIT E.

Office of Early & Lampton, Real Estate & Loan Brokers, 615 14th Street N. W.

WASHINGTON, D. C., May 2, 1905.

Received of Thomas R. Jones a deposit of Five Hundred (\$500.00) Dollars, to be applied to part payment of purchase of sub Lots 4, 5, 6 & 7 Square 222 known as the Lenman Building sold him for Two Hundred and Thirteen Thousand, Two Hundred and Fifty (\$213,250.00) Dollars on following terms: all cash. Property sold as a good title, or deposit to be returned and sale declared off. Seller and her agents assume no responsibility for cost of Abstract, should title upon examination prove defective, nor for any damages by reason of said title proving defective. All taxes, interest, rents and insurance to be paid to date of delivery of deed by owner purchaser is required, and agrees to make full settlement, in accordance with terms of sale, within five days from this date, or forfeit deposit.

Seller to give the usual Special Warranty Deed. Conveyancing at purchaser's cost.

EARLY & LAMPTON,
Agents for F. E. Wilhoite, Owner.

Confirmed, ratified and approved:

F. E. WILHOITE, (*Owner.*)
THOMAS R. JONES, (*Purchaser.*)

(Endorsed.)

Cr. By Cash on the within contract..... \$100.00

EARLY & LAMPTON.

May 2nd, 1905.

The within contract is hereby extended to May 29, 1905, all other conditions to remain unaffected and in full force & effect.

EARLY & LAMPTON.

May 5th, 1905.

Witness; and on behalf of Thomas R. Jones:

WM. D. HOOVER.

Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA,
District of Columbia, ss:

I, John R. Young, Clerk of the Supreme Court of the District of Columbia, hereby certify that the foregoing is a true and correct copy of "Exhibit E" offered in evidence as a part of the deposition of James J. Lampton, whose said deposition was filed on behalf of the complainant July 11, 1907, in cause No. 25,493, Equity, wherein Thomas R. Jones is Complainant and Isobel H. Lenman, *et al.* are defendants, the same having heretofore been inadvertently omitted from the transcript of record heretofore transmitted to the Court of Appeals of the District of Columbia in said cause.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District, this 7th day of October, A. D. 1908.

[Seal Supreme Court of the District of Columbia.]

JOHN R. YOUNG, *Clerk.*

[Endorsed:] No. 1955. Isobel H. Lenman, appellant, *vs.* Thomas R. Jones. Addition to Record per stipulation of counsel. Court of Appeals, District of Columbia. Filed Oct. 7, 1908. Henry W. Hodges, Clerk.